

# **EXHIBIT**

## **“J”**

**PLAINTIFF'S JUNE 4, 2019  
CORRESPONDENCE TO  
DEFENDANTS**

# Drummond & Squillace, PLLC

Attorneys at Law

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June 4, 2019

Stephen L. Drummond\*  
JoAnn Squillace\*\*

**VIA REGULAR MAIL AND VIA FACSIMILE: (212) 310-8007**

Weil, Gotshal & Manges LLP

767 Fifth Avenue

New York, NY 10153-0119

Attn: Mr. Jeffrey S. Klein, Esq.

\*Admitted NY, NJ, FL

\*\*Admitted NY, NJ

Re: ZION WILLIAMSON AND PRIME SPORTS MARKETING, LLC & MS. GINA FORD

Dear Mr. Klein:

Please be advised that the Law Firm of Drummond & Squillace, PLLC and the Law Offices of Alvin L. Pittman represent Prime Sports Marketing, LLC ("PSM") and Ms. Gina Ford. We hereby acknowledge our Clients' receipt of your June 2, 2019 letter regarding the "Consulting and Joint Marketing and Branding Agreement" entered between Zion Williamson and our Clients which has been submitted to us for consideration and response.

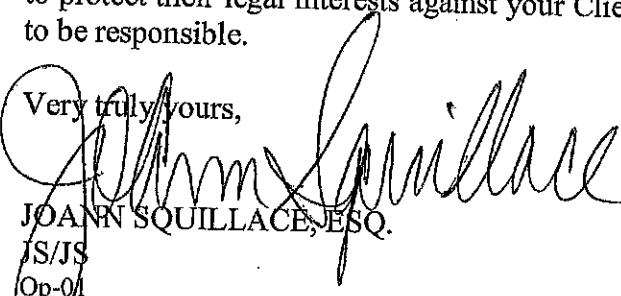
While we will not respond to the merits of your claims individually, please be advised that your recitation to and reliance on the North Carolina Uniform Athlete Agents Act ("UAAA") is misplaced and not applicable to your Client nor to the Agreement that he voluntarily and knowingly entered into with our Clients. Your Client declared eligible for the 2019 NBA draft on or about April 15, 2019 and the subject Agreement between our respective Clients was entered into subsequent to your Client's declaration for the NBA draft. Please be advised that we reject your claims that the Agreement is void and/or voidable.

Indeed, we acknowledge your statement that your Client "does not wish to litigate" as his recognition that he clearly and intentionally breached his contract with our Clients. To resolve this matter without protracted litigation, our Client is amenable to the pursuit of an amicable resolution. However, as review of the facts, circumstances and documents in the within matter lead us to conclude that a valid and enforceable written Agreement exists between our respective Clients, be advised that, in the event we are unable to achieve an amicable resolution, our Clients are prepared to seek immediate court intervention, including injunctive relief, in order to protect their legal interests. Your Client's actions are clearly intentional and willful and evident of unlawful tortious interference with the rights, authority, business and activities of our Clients. Moreover, your Clients' willful and intentional action of selecting a new agent/marketing agent facilitated, enabled and/or authorized injurious actions by third party(ies) against our Clients which have severely damaged our Clients' reputations, character and business beyond the economic losses.

Pursuant to the valid and enforceable Agreement/contract between our respective Clients, PSM and Ms. Gina Ford (its President) properly commenced performance by lending their prestigious names and reputations to engage the marketplace in pursuit of economic opportunities/endorsements on behalf of Mr. Williamson through written and verbal communications and representations—an engagement whose success has already been illustrated by your Client's acceptance of and participation in one such opportunity procured by our Clients. Further, we understand that our Clients have generated and submitted several other multi-million-dollar endorsements/opportunities for your Client's consideration. The broadly publicized announcement made by the Creative Artists Agency ("CAA") on May 30, 2019 (with or without your Client's authorization) has caused and continues to cause significant injuries, losses and harm to our Clients as it has casted a dark and injurious cloud on the veracity and integrity of our Clients which has damaged our Clients' reputation and ability to conduct business. Indeed, you and your Client should note that the foreseeable injuries, losses, damages and harm caused (and continuing to be caused) to our Clients will likely exceed One Hundred Million Dollars (\$100,000,000.00).

Kindly advise as to whether your Client is amenable to an amicable mediation/resolution of this matter by Noon Eastern Standard Time on June 10, 2019. Should we not receive any response from you by that time, we will assume that your Client does not wish to pursue a prompt and privately negotiated resolution of this dispute and our Clients will pursue any and all legal action to protect their legal interests against your Client and against any and all other parties they deem to be responsible.

Very truly yours,

  
JOANN SQUILLACE, ESQ.  
JS/JS  
Op-01

CC: Creative Artists Agency (CAA)  
405 Lexington Avenue, 19<sup>th</sup> Floor  
New York, New York 10174  
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\*\*\*\*\*

**FAX COVER LETTER**

From The Desk of:

*JoAnn Squillace*

*Partner*

Date: *June 4, 2019*

To: *Mr. Jeffrey S. Klein, Esq.*

Fax No.: *(212) 310 - 8007*

Re: *Zion Williamson and Prime Sports Marketing, LLC / GivA Fund*

Pages: *4* - including fax cover letter

*Please see attached.*

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3793	6/ 4/2019	18:08:53	Send	12123108007	2:15	4	OK

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